4/22/2010 INVITATION TO BID
THIS IS NOT AN ORDER

BID NO.: 50-00097379 JEFFERSON PARISH

PURCHASING DEPARTMENT P.O. BOX 9 GRETNA, LA. 70054-0009 504-364-2678 Page:

1

VENDOR: BUYER: J. Lotz

BIDS WILL BE RECEIVED IN THE PURCHASING DEPARTMENT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 5/20/2010 AND THEN PUBLICLY OPENED.

LATE BIDS WILL NOT BE ACCEPTED

DATE:

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES DISQUALIFY BID.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. The provisions do not apply to public works projects

Questions on this bid are to be faxed to (504) 364-2693 no later than FIVE (5) working days prior to bid opening. Bid numbers should be mentioned in all requests.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet or exceed specifications.

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection.

If the bid exceeds \$20,000.00 and if someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with LSA-R.S. 38:2212(A)(1)(c) or LSA-R.S. 38:2212 (O).

A. AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE.

Preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitor soutside the state. "LSA-R.S.38:2251-2261"

- **B. USE OF BRAND NAMES AND STOCK NUMBERS:** Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.
- C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

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INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A117.1-1961).

- E. RESPONSE TO INVITATION: If your company is unable to bid on this request, please state your reason on bid form, and return to this office before bid opening date. Failure to do so may result in the removal of your company from Jefferson Parish's vendors list.
- **F. POSTING OF BIDS:** Non-Advertised bids will be posted on bulletin board in Suite 4400, Jefferson Parish General Government Building, Gretna, LA, for a period of Five (5) working days after opening date.

Advertised bids will be tabulated and a copy forwarded to each responsive bidder.

IN ACCORDANCE WITH RECENT STATE LEGISLATION JEFFERSON PARISH IS NOW OFFERING ELECTRONIC PROCUREMENT TO ALL VENDORS

JEFFPro is the current Electronic Procurement System being used by the Parish. This system allows vendors the convenience of entering and submitting their pricing online. This is a secure site and no one has access to bid information.

Please follow the Purchasing Department link at purchasing.jeffparish.net to register and review Jefferson Parish solicitations.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14

All bidders are invited to attend the pre-bid conference. Failure to attend the pre-bid conference shall not relieve the bidder of
responsibility for information discussed at the conference. This conference is held to allow questions to be answered and inspect
the site with owner's representative, etc. Failure to attend the pre-bid conference and inspection does not relieve the successful
bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance
with the specification (with no additional cost to the owner).

DATE: 4/22/2010

BID NO.: 50-00097379

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

 Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project.

- A Louisiana State Contractor's License may be required in accordance with LSA-R.S. 37:2150 et seq. If
 providing information on the internet (JEFFPro) please enter license number in the vendor comment section of
 the bid form.
- 4. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
- 5. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
- 6. All awards in excess of \$5,000.00 for the construction, alteration, or repair of any public works will b reduced to a formal contract which shall be recorded at the contractor's expense. A price list of recordation costs may be obtained from the Clerk of Court and Ex-officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 reduced to formal contract will require a performance bond.
- A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. Performance bond shall be supplied at the signing of the contract.
- 9. Minimum insurance requirements for this bid are as indicated on the attached sheet.
- Each bid must be accompanied by a cashier's check, certified check, money order, or surety bid bond in the amount of 5% of the bid, including all alternates.
- 11. Affidavit required is to be submitted within 10 working days of the bid opening to the Purchasing Department on all solicitations for construction, alteration or demolition of public building or project. (LSA-RS 38:2224)
- 12. This is a requirements contract to be provided on an as needed basis.
- 13. In the event that the successful bidder cannot furnish a specific item or material and labor in the required time, JEFFERSON PARISH may purchase on an emergency basis from the next lowest bidder, or available source, until such time as the successful bidder has notified the PARISH in writing that his stock or labor capability has been replenished. The difference in price will be charged against the successful bidder of this contract, and evidence of purchases and price will be provided.
- 14. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be disqualified if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

JEFFERSON PARISH 50-00097379 TO: BID FOR: PURCHASING DEPT 0010 TRIM TREES 10-15 INCH D.B.H P.O. BOX 9 70054-0009 GRETNA, LA (Owner to provide name of project and (Owner to provide name and address of owner) other identifying information) The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: and dated: (Owner to provide name of entity preparing bidding documents.) Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

Alternate No. 2 (Owner to provide	e description of alternate and state whether add or deduct) for the lump sum of:	

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

	5)
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NAME OF BIDDER: ______ADDRESS OF BIDDER:

LOUISIANA CONTRACTOR'S LICENSE NUMBER:

NAME OF AUTHORIZED SIGNATORY OF BIDDER:

TITLE OF AUTHORIZED SIGNATORY OF BIDDER:

TITLE OF AUTHORIZED SIGNATORY OF BIDDER:

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **:

DATE: _____

alternates) the sum of:

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LSA-R.S. 38:2218.A is attached to and made a part of this bid.

Dollars (\$)

Dollars (\$)

Page:

^{*} The <u>Unit Price Form</u> shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

^{**} If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with LSA-R.S.38:2212(A)(1)(c) or LSA-R.S. 38:2212(O).

JEFFERSON PARISH 50-00097379 TO: BID FOR: PURCHASING DEPT P.O. BOX 9 70054-0009 GRETNA, LA (Owner to provide name and (Owner to provide name of project and other identifying information) address of owner) UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures. DESCRIPTION: Base Bid Dalt. # TWO YEAR CONTRACT FOR TREE WORK REF NO. QUANTITY **UNIT OF MEASURE: UNIT PRICE: UNIT PRICE EXTENSION (Quantity times Unit Price)** DESCRIPTION: Base Bid Alt. # 0020 TRIM TREES 16-21 INCH D.B.H UNIT OF MEASURE: REF NO. QUANTITY **UNIT PRICE: UNIT PRICE EXTENSION (Quantity times Unit Price)** 2 100 EΑ DESCRIPTION: Base Bid Alt. # 0030 TRIM TREES 22-27 INCH D.B.H REF NO. QUANTITY UNIT OF MEASURE: **UNIT PRICE: UNIT PRICE EXTENSION (Quantity times Unit Price)** 3 100 EΑ X Base Bid Alt. # DESCRIPTION: 0040 TRIM TREES 28-33 INCH D.B.H REF NO. QUANTITY UNIT OF MEASURE: UNIT PRICE: **UNIT PRICE EXTENSION (Quantity times Unit Price)** 4 100 EA Base Bid Alt. # 0050 **DESCRIPTION:** TRIM TREES 34-39 INCH D.B.H REF NO. QUANTITY **UNIT OF MEASURE:** UNIT PRICE: **UNIT PRICE EXTENSION (Quantity times Unit Price)** 5 50 EA DESCRIPTION: TRIM TREES 40-45 INCH D.B.H Base Bid Alt. # 0060 REF NO. QUANTITY **UNIT OF MEASURE:** UNIT PRICE: **UNIT PRICE EXTENSION (Quantity times Unit Price)** 6 30 EA Base Bid Alt. # 0070 TRIM TREES 46-51 INCH D.B.H DESCRIPTION: REF NO. QUANTITY UNIT OF MEASURE: **UNIT PRICE: UNIT PRICE EXTENSION (Quantity times Unit Price)**

DESCRIPTION:	X Base Bid	□Alt. # 0080	REMOVAL OF	TREES 10-15 INCH D.B.H
REF NO.	QUANTITY	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
8	200	EA		

7

30

EA

Wording for "DESCRIPTION" is to be provided by the Owner. All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

TO: JEFFERSON PARISH 50-00097379 BID FOR: PURCHASING DEPT P.O. BOX 9 GRETNA, LA 70054-0009 (Owner to provide name and (Owner to provide name of project address of owner) and other identifying information) UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures. DESCRIPTION: Base Bid Alt. # 0090 REMOVAL OF TREES 16-21 INCH REF NO. QUANTITY UNIT OF MEASURE: **UNIT PRICE: UNIT PRICE EXTENSION (Quantity times Unit Price)** 250 EA DESCRIPTION: Base Bid Alt. # 0100 REMOVAL OF TREES 22-27 INCH UNIT OF MEASURE: REF NO. QUANTITY **UNIT PRICE: UNIT PRICE EXTENSION (Quantity times Unit Price)** 10 150 EA Base Bid Alt. # REMOVAL OF TREES 28-33 INCH DESCRIPTION: 0110 REF NO. QUANTITY **UNIT OF MEASURE: UNIT PRICE: UNIT PRICE EXTENSION (Quantity times Unit Price)** 11 100 EA DESCRIPTION: Base Bid Alt. # 0120 REMOVAL OF TREES 34-39 INCH REF NO. QUANTITY UNIT OF MEASURE: **UNIT PRICE: UNIT PRICE EXTENSION (Quantity times Unit Price)** 12 100 EΑ Base Bid Alt. # 0130 DESCRIPTION: REMOVAL OF TREES 40-45 INCH REF NO. QUANTITY UNIT OF MEASURE: **UNIT PRICE: UNIT PRICE EXTENSION (Quantity times Unit Price)** 13 100 EA DESCRIPTION: REMOVAL OF TREES 46-51 INCH Base Bid Alt. # 0140 QUANTITY REF NO. UNIT OF MEASURE: **UNIT PRICE: UNIT PRICE EXTENSION (Quantity times Unit Price)** 14 100 EA

15	5	EA		
DESCRIPTION:	X Base Bid	□Alt. # 0160	ROOT PRUNIN	G OF TREES
REF NO.	QUANTITY UNIT OF MEASURE:		UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
16	5	FΔ		- No. 111 -

UNIT PRICE:

ROOT PRUNING OF TREES

UNIT PRICE EXTENSION (Quantity times Unit Price)

0150

UNIT OF MEASURE:

Base Bid \square Alt.

QUANTITY

DESCRIPTION:

REF NO.

Wording for "DESCRIPTION" is to be provided by the Owner. All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

BID FOR:

50-00097379

UNIT PRICE EXTENSION (Quantity times Unit Price)

TO:

REF NO.

24

QUANTITY

5

UNIT OF MEASURE:

EA

JEFFERSON PARISH

PURCHASING DEPT P.O. BOX 9 GRETNA, LA 70054-0009 (Owner to provide name and (Owner to provide name of project and other identifying information) address of owner) UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures. DESCRIPTION: Base Bid Alt. # 0170 ROOT PRUNING OF TREES REF NO. QUANTITY UNIT OF MEASURE: **UNIT PRICE: UNIT PRICE EXTENSION (Quantity times Unit Price)** 17 5 EA DESCRIPTION: Base Bid □ Alt. # 0180 ROOT PRUNING OF TREES REF NO. QUANTITY UNIT OF MEASURE: **UNIT PRICE:** UNIT PRICE EXTENSION (Quantity times Unit Price) 18 5 EA DESCRIPTION: X Base Bid □ Alt. # 0190 ROOT PRUNING OF TREES REF NO. QUANTITY UNIT OF MEASURE: **UNIT PRICE EXTENSION (Quantity times Unit Price)** UNIT PRICE: 19 5 EA DESCRIPTION: Base Bid Alt. # 0200 ROOT PRUNING OF TREES REF NO. QUANTITY **UNIT OF MEASURE: UNIT PRICE EXTENSION (Quantity times Unit Price)** UNIT PRICE: 20 5 EA DESCRIPTION: Base Bid Alt. # 0210 ROOT PRUNING OF TREES QUANTITY REF NO. UNIT OF MEASURE: UNIT PRICE: **UNIT PRICE EXTENSION (Quantity times Unit Price)** 21 5 EA DESCRIPTION: Base Bid Alt. # 0220 ROOT FERTILIZATION REF NO. QUANTITY UNIT OF MEASURE: **UNIT PRICE: UNIT PRICE EXTENSION (Quantity times Unit Price)** 22 1 ONLY X Base Bid □ Alt. # DESCRIPTION: AERATION OF 0230 TREES REF NO. QUANTITY UNIT OF MEASURE: **UNIT PRICE EXTENSION (Quantity times Unit Price)** UNIT PRICE: 23 5 EA DESCRIPTION: Base Bid Alt. # 0240 AERATION OF TREES

Wording for "DESCRIPTION" is to be provided by the Owner. All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

UNIT PRICE:

TO: JEFFERSON PARISH
PURCHASING DEPT
F.O. BOX 9
GRETNA, LA 70054-0009
(Owner to provide name and address of owner)

(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices.

Amounts shall be stated in figures and only in figures.

DESCRIPTION:	X Base Bid	□ _{Alt. #} 0250	AERATION OF	TREES
REF NO.	QUANTITY	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
25	5	EA		
DESCRIPTION:	X Base Bid	□ Alt. # 0260	AERATION OF	TREES
REF NO.	QUANTITY	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
26	5	EA		
ESCRIPTION:	X Base Bid	□ _{Alt. #} 0270	AERATION OF	TREES
REF NO.	QUANTITY	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
27	5	EA		
ESCRIPTION:	X	□ _{Alt. #} 0280	AERATION OF	TDFFC
REF NO.	QUANTITY	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
28	5	EA	UNIT PRICE.	UNIT PRICE EXTENSION (Quantity times unit Price)
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	I GT			
			AERATION OF	
REF NO.	QUANTITY	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
29	5	EA		
ESCRIPTION:	X Base Bid	□ _{Alt. #} 0300	CAMBISTAT (GROWTH RETARDANT
REF NO.	QUANTITY	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
30	1	ONLY		
ESCRIPTION:	X Base Rid	□ _{Alt. #} 0310	EMERGENCY C	ALL OUT HOURLY
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31	5	EA		Control (Quality allow Silet 1100)
				
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DESCRIPTION:	X Base Bid	□Alt. # 0320	TREE LIMB	HANGER	REMOVALS
REF NO.	QUANTITY	UNIT OF MEASURE	: UNIT PRICE:	UNIT	PRICE EXTENSION (Quantity times Unit Price)
32	300	EA			

Wording for "DESCRIPTION" is to be provided by the Owner. All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

BID FOR: 50-00097379

JEFFERSON PARISH PURCHASING DEPT P.O. BOX 9

GRETNA, LA 70054-0009

TO:

REF NO. QUANTITY UNIT OF MEASURE: UNIT PRICE: UNIT PRICE EXTENSION (Quantity times Unit Price) DESCRIPTION: Base Bid Alt. # 0340 TREE LIMB HANGER REMOVALS REF NO. QUANTITY UNIT OF MEASURE: UNIT PRICE: UNIT PRICE EXTENSION (Quantity times Unit Price) DESCRIPTION: Base Bid Alt. # Alt. #		mer to provide name and ddress of owner)			and other identifying information)		
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Wording for "DESCRIPTION" is to be provided by the Owner. All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

IMPORTANT NOTICE TO ALL BIDDERS - BID REQUIREMENTS

As per LA R.S. 38:2212(A)(3)(c)(ii), the bid form shall contain Bid Security or Bid Bond, Acknowledgment of Addenda, Base Bid, Alternates, Bid Total, Signature of Bidder, Name, Title and Address of Bidder, Name of Firm or Joint Venture Corporate Resolution or other appropriate signature authorization, if required, Louisiana Contractors License Number, and on public works projects where unit prices are utilized, their inclusion in the bid form. Other documentation required shall be furnished by the low bidder at a later date, in accordance with the Bidding Documents.

To the extent that the Jefferson Parish front end documents, including the Instructions to Bidders, Supplemental Terms and Conditions, as per Resolutions 113646 and 113647, require that any information or documentation be supplied with the bid, and which said information or documentation is not allowed to be required with the bid under the new Louisiana Uniform Public Work Bid Form, then the requirement to provide it with the bid is waived. All such required information or documentation not provided with the bid must be provided within 10 days of bid opening by the apparent low bidder. Failure to provide said information and documentation within the 10 days shall be grounds to declare the bid non-responsive. This information and documentation includes, but is not limited to, the non-collusion affidavit, the tax identification number, and the proof of insurance. However, the payment and performance bond must be supplied upon contract signing.

Contractor's Louisiana License shall be in the following category:

- Bldg. Construction
- Highway, Street and Bridge Construction
- Heavy Construction
- Municipal and Public Works Construction
- And/Or a Specialty in Landscaping, Grading and Beautification

Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. In the event the Owner issues the Letter of Award during this period, the bid accepted shall continue to remain binding until the execution of the Contract.

Attached hereto is an Affidavit in proof that the undersigned has not entered into any collusion or agreements with any person or persons with respect to this proposal or the submission thereof, which affidavit must be provided within 10 days of bid opening by the apparent low bidder.

Low Bidder will execute the formal agreement within twelve (12) days after the original date of Owner's Notification of award and will deliver a Performance Bond or Bonds for the faithful performance of the Contract.

Bid Security, in the sum of five percent (5%) of the total bid price (Base Bid and any Alternates), is to become the property of the Owner in the event the information or documentation required 10 days after opening are not supplied, or if the Contract and Performance Bond are not executed within the time above set forth.

Further, as per Resolutions 113646 and 113647, the Bidder agrees to pay, as liquidated damages, as follows for: (1) The contractor shall be required to begin working in five (5) working days upon receipt of a work order. The contractor shall be levied a fine of fifty dollars (\$50.00) per day, per crew that do not report to work the day following receipt of a new work order. (2) The contractor shall be given five (5) working days to complete a work

order. The contractor shall be levied a fine of fifty dollars (\$50.00) per crew, per day that a work order is not completed within five (5) days. (3) All wood and brush cut down must be hauled away within the same day it is cut. If wood and brush are left at the job site overnight, a fine of fifty dollars (\$50.00) per day will be levied starting from the time the Department of Parkways contacts the contractor and (4) Grinding and removal of all stumps which result from tree removal operations shall be ground and removed within five (5) working days from the date that the tree was removed. Stumps remaining after the five (5) day period will result in a fine of fifty dollars (\$50.00) per day that will be levied from the time the Department of Parkways contacts the contractor.

TREE TRIMMING AND REMOVAL

Two (2) year contract for tree work (removal, trimming, pruning, stump removal, hauling tree debris once tree work is completed) for the Jefferson Parish Department of Public Works - Parkways

ITEM DESCRIPTIONS

THE BELOW DESCRIPTION APPLIES TO ITEM 0010:

0010 - Trim Trees 10-15 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0020:

0020 - Trim Trees 16-21 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0030:

0030 - Trim Trees 22-27 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0040:

0040 - Trim Trees 28-33 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0050:

0050 - Trim Trees 34-39 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0060:

0060 - Trim Trees 40-45 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0070:

0070 - Trim Trees 46-51 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0080:

0080 - Removal of Trees 10-15 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0090:

0090 - Removal of Trees 16-21 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0100:

0100 - Removal of Trees 22-27 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0110:

0110 - Removal of Trees 28-33 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0120:

0120 - Removal of Trees 34-39 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0130:

0130 - Removal of Trees 40-45 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0140:

0140 - Removal of Trees 46-51 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0150:

0150 - Root Pruning of Trees 10-15 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0160:

0160 – Root Pruning of Trees 16-21 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0170:

0170 - Root Pruning of Trees 22-27 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0180:

0180 - Root Pruning of Trees 28-33 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0190:

0190 - Root Pruning of Trees 34-39 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0200:

0200 - Root Pruning of Trees 40-45 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0210:

0210 - Root Pruning of Trees 46-51 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0220:

0220 - Root Fertilization (Mycor/Biopack) One Application

THE BELOW DESCRIPTION APPLIES TO ITEM 0230:

0230 - Aeration of Trees 10-15 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0240:

0240 – Aeration of Trees 16-21 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0250:

0250 – Aeration of Trees 22-27 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0260:

0260 - Aeration of Trees 28-33 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0270:

0270 - Aeration of Trees 34-39 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0280:

0280 - Aeration of Trees 40-45 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0290:

0290 - Aeration of Trees 46-51 Inch D.B.H.

THE BELOW DESCRIPTION APPLIES TO ITEM 0300:

0300 – Cambistat (Growth Retardant) One Application

THE BELOW DESCRIPTION APPLIES TO ITEM 0310:

0310 – Emergency Call Out Hourly Rate per Crew

THE BELOW DESCRIPTION APPLIES TO ITEM 0320:

0320 - Tree Limb Hanger Removals 0 - 2 Inch

THE BELOW DESCRIPTION APPLIES TO ITEM 0330:

0330 – Tree Limb Hanger Removals 2.1 Inch – 4 Inch

THE BELOW DESCRIPTION APPLIES TO ITEM 0340:

0340 – Tree Limb Hanger Removals 4.1 Inch – 6 Inch

TREE TRIMMING & REMOVAL

TWO (2) YEAR CONTRACT FOR TREE WORK (REMOVAL, TRIMMING, PRUNING, STUMP REMOVAL, HAULING TREE DEBRIS ONCE TREE WORK IS COMPLETED) FOR THE JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS – PARKWAYS

This contract shall begin on 8/6/2010 and expire on 8/5/2012.

This contract shall remain in effect for the twenty-four month period unless cancelled in writing by Jefferson Parish.

SPECIFICATIONS:

All bidders shall have at least three (3) years experience as a contractor in the field of urban forest maintenance work and shall be required to perform the work set forth in the specifications. The field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.). Bidders must meet the general standards of safety set forth in Sections 1, 2, 3 and 3.2 exclusive of those requirements set forth in Paragraphs 3.2.2 of ANSI-Z133, 1-1979. Contractor must be licensed and bonded by the Louisiana Horticulture Commission, as an arborist, under applicable state law, Act 127 of 1965 as amended by Act 574 of 1974, such proof must be presented to the Department of Parkways upon request. He must also be insured for a minimum of two million dollars general commercial liability insurance and workmen's compensation. Proof of such coverage to be provided within ten (10) days from award of contract.

Vendor must have an ISA Certified Arborist on staff.

Contractors should base their bids on the following equipment requirements and shall agree to have the corresponding number of crews working full time (as needed by the Department of Parkways): two (2) aerial trucks, two (2) chippers and two (2) crews with three (3) men per crew.

Full-time is defined as working at least an eight hour day within the hours of 7:00 AM and 6:00 PM, Monday through Friday. Any work performed outside these times must be pre-approved by the Department of Parkways in writing.

The contractor must show proof of ownership or lease agreements for equipment specified above prior to contract award. Complete sets of equipment and personnel will be required for the contractor prior to contract award. Prior to a bidder being awarded a contract, if he has met all of the other specifications, Jefferson Parish will require proof of ownership or lease agreements for the required equipment. Failure to provide proof of ownership or lease agreement when requested by the Department of Parkways will disqualify the contractor's bid.

The work under these specifications shall be for the pruning and removal of parish owned trees as follows. Pruning is defined by the National Arborist Association to be "Class II-Medium Pruning". Removal is to include both the tree and the stump. All work shall be done according to the rules of the arboricultural practices as set forth the publications "Standards for Pruning Shade Trees", (Published by the National Arborist Association, 1750 Old Meadow Road, Mclean, Virginia 22101) and "Safety Requirements for Tree Pruning, Trimming, Repairing or Removal" (ANSI-Z122, 1-1979) Published by American National Standards Institute, Incorporated, 1430 Broadway, New York, New York 10018. Contractor agrees to be bound to all applicable provisions of state and parish laws concerning tree work, as well as policy decisions of the Department of Parkways. Contractor also agrees to hold the Parish of Jefferson harmless for all liability that may be incurred under this contract and shall sign a "Hold Harmless" agreement to this effect should it be required by the Parish.

Contractors may be required to respond to emergency situations as needed. The contractors shall provide with the bid, to the Department of Parkways, an hourly rate per crew, for work in the event that an emergency situation occurs.

All trees submitted to the contractor shall be referenced using a municipal address unless special instructions state otherwise on the work order. If the contractor is not certain which trees are to be trimmed at an address he should contact the Director of Parkways or his representative prior to beginning any work at that address. The contractor will not be paid for the work if a crew trims a tree not specified on the work order. The contractor will be fined for the value of a tree removed that was not specified on the work order. Work orders may be sent by fax as long as the contractor provides the Parkways Department with an operable telephone number. A signed copy must be faxed back to the Parkways Department, prior to work proceeding.

The contractor shall receive his work assignments in writing. These forms shall include the date, species, locations, size class, trim height, the unit price per tree and total dollar amount for all work. This work order must be signed by an authorized representative of the Department of Parkways and the contractor when issued. The Department of Parkways will notify the contractor when he may begin working and the contractor must pick up the first work order within two (2) working days. The contractor will be held responsible for any special instructions included on a work order.

The contractor shall be required to begin working in five (5) working days upon receipt of a work order. Extenuating circumstances may be taken into consideration, if the Department of Parkways is notified in writing. If the contractor fails to respond to an issued work order, as defined above, the contractor shall be notified in writing by the Department of Parkways that the terms of the contract are not being fulfilled and may be held in default of the contract. The contractor shall be levied a fine of fifty dollars (\$50) per day, per crew that do not report to work the day following receipt of a new work order.

The contractor shall be given five (5) working days to complete a work order. If the contractor fails to complete an issued work order, as defined above, the contractor shall be notified in writing by the Department of Parkways that the terms of the contract are not being fulfilled and may be held in default of the contract. Extenuating circumstances may be taken into consideration, if the Department of Parkways is notified in writing. The contractor shall be levied a fine of fifty dollars (\$50) per crew, per day that a work order is not completed within five (5) days.

The contractor shall submit invoices to the Department of Parkways, 1901 Ames Blvd., Marrero, LA 70072. These invoices shall be submitted upon completion of all work issued by each individual work order. Invoices will be inspected and any property damage as a direct result of the contractor's work will be corrected before invoices are processed for payment.

Department of Parkways will notify the contractor of any problems with the submitted work orders by phone or in writing. Any fines as stated in this specification will be deducted from the amount of the invoice.

All final decisions on any phase of this work will be made by the Director of Parkways.

The contractor shall submit his bid based on a typical, unspecified tree within each of the categories of trees listed.

Pruning is defined by the National Arborist Association to be "Class II-Medium Pruning". In no instance will topping be employed on any tree, but rather directional pruning and drop crotching. Safety requirement of ANSI, Section 5, 8 and 9 (exclusive of paragraphs of sections expressly deleted) shall regulate the work.

Spurs or climbing irons cannot be used on any of the trees, except those approved for removal by the Director of Parkways, or his representative.

All sterilized cutting tools will be at the direction of the Director of Parkways or his representative. Denatured alcohol or anti-freeze can be used for this sterilization.

All cuts are to be made leaving the branch collar intact. No stubbing of branches is allowed. Either the branch must be pruned entirely, or cut off to a substantial lateral. Tearing, ripping, or pulling of branches is prohibited. Only hand saws, power saws or tools, pole saws or pruners are to be used to make cuts. No portable electric tools are to be used in any trimming work, thus omitting Paragraph 6.1 of ANSI-Z133, 1-1979. Paragraph 6.2 and 6.3 shall apply, however.

Pruning heights will be included on the work order for each tree. Parkways standard pruning height for truck and parade routes is eighteen (18) feet. Parkways standard pruning height for residential streets is fourteen (14) feet, unless stated differently on the work order.

All dead, fungus or insect infested branches down to one inch (1") diameter should be cut off to a healthy crotch, so that healthy tissue surrounds the final cut. If it is not possible to cut it off without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch (1") in diameter must be precut to prevent splitting. All braches three and one half inches (3-1/2"), or larger should be lowered to the ground by ropes.

Branches rubbing on roofs or sides of houses should be removed entirely, if possible, to the main trunk or principal lateral, in such a way that at least a ten (10) foot clearance between the tree and the house is provided.

Branches damaged by vehicles are to be removed to a substantial lateral branch that will project future growth in the proper direction without weakening the branch.

Branches interfering with street lights and traffic signals should be trimmed to provide for three (3) feet of clearance around the light. The traffic signals are to be visible by motorists for at least one hundred fifty feet (150') away from any given traffic signal.

Suckers, water sprouts, or vines that originate either on the trunk and major branches or are growing from the root system shall be removed flush with the main stems or with the ground.

Wires, cables, metal objects, etc., that are embedded in or are girdling branches are to be removed during the course of this work. Any problems caused by utility lines should be reported to the Director of Parkways and system owner.

All wood and brush cut down must be hauled away within the same day that it is cut. If wood and brush are left at the job site overnight, a fine of fifty dollars (\$50) per day will be levied starting from the time the Department of Parkways contacts the contractor. No material resulting from tree trimming and removal operations may be deposited at the Parkways nursery area. Dump fees, if any, are the responsibility of the contractor.

Grinding and removal of all stumps which result from tree removal operations shall be ground and removed within five (5) working days from the date that the tree was removed. Any exceptions to this five (5) day requirement must be approved in writing by the Department of Parkways. Stumps remaining after the five (5) day period will result in a fine of fifty dollars (\$50) per day that will be levied from the time the Department of Parkways contacts the contractor. Stumps and visible surface roots must be ground to six inches (6") below ground line. Upon conclusion of the stump grinding all resulting holes, indentations, etc. shall be back filled by the contractor so that the work site conforms in elevation to the surrounding area. Moreover, any wood chips, sawdust, etc. shall be removed from the work site by the contractor immediately upon conclusion of his work and sidewalk shall be broom swept clean.

All open loads of debris must be covered and tied down with tarpaulins, or equal when transported on public streets according to the applicable state and parish laws and Paragraph 5.6.2 of the ANSI Standard.

Protection of traffic and pedestrians – The contractor shall arrange his work so that the sidewalks will be safe for pedestrians and the streets will be safely passable for vehicular traffic. Contractors must comply with existing traffic ordinances and coordinate directly with Department of Public Work or Jefferson Parish Sheriff's Department for any traffic control or vehicular problem. The contractor must put out signs that meet Louisiana Department of Transportation Standards to notify approaching motorists.

Public Utilities – The contractor shall notify all public service utilities to resolve conflicts concerning their property. Paragraph 4.1.2 of the ANSI Standards shall apply specifically.

Conduct of Contractor – The use of drugs or alcohol is prohibited while working on parish property. Soliciting and performing private work is prohibited while working on parish trees.

INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 or No. 113647 (replaces 105529 and 105530)

The contractor shall not commence work under this contract until he has obtained all insurance and complied with the requirements of the specifications and Resolution No. 113646 or No. 113647.

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

DEDUCTIBLES

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible be borne by the contractor.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:

OWNER'S PROTECTIVE LIABILITY

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

BUILDER'S RISK INSURANCE

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

AFFIDAVIT

STATE	OF LC	DUISIAN	ΝA
PARISI	H OF JI	EFFERS	ON

PARISH OF JEFFERSON	
BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AN APPEARED, WHO AFTE	
BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULL	
AUTHORIZED OF	•
(HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED	Ā
BID FOR	,
BID NO AND SAID AFFIANT FURTHER SAID:	-
1) That bidder employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder; and	
2) That no part of the contract price received by bidder was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for bidder.	
3) Said bid is genuine and the bidder has not colluded, conspired or agreed directly or indirectly with any other bidder to offer a sham or collusive bid.	
4) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.	
5) Said bidder is not intended to secure an unfair advantage of benefit from the Parish of Jefferson or in favor of any person interested in the proposed contract.	
SWODN TO AND SUBSCIPATION	
SWORN TO AND SUBSCRIBED BEFORE ME THIS	
DAY OF, 20	

NOTARY PUBLIC